Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

Agenda Item No. 8(G)(1)(A)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Alina T. Hudak
County Manager

Subject: Authorizing an Application to US HUD for the Disposition of a Vacant Land Portion of Claude Pepper Public Housing Development.

This substitute version differs from the original in that: 1) it includes a License Agreement with University Plaza to permit the construction of approximately 35 parking spaces for the residents of Claude Pepper Towers and their guests; 2) University Plaza agrees to repair or replace four of the existing security cameras serving Claude Pepper Tower, and 3) University Plaza will no longer construct and maintain fencing and landscaping enhancements around the leased property.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution that does the following:

- Approves and authorizes the County Mayor or County Mayor's designee to submit an application to the US Department of Housing and Urban Development (US HUD) for the disposition of a vacant land portion of Claude Pepper Tower Public Housing Development (Claude Pepper Tower) for the purpose of constructing a parking lot for use by the University Plaza Elderly Facility;
- Authorizes the County Mayor or County Mayor's designee, following US HUD's approval, to execute a ground lease with University Plaza Properties, Inc (University Plaza), a not for profit Florida organization. University Plaza will construct and subsequently utilize the parking lot at Claude Pepper Tower;
- Authorizes the County Mayor or County Mayor's designee to execute a License Agreement with University Plaza to permit the construction of approximately 35 parking spaces for the residents of Claude Pepper Tower and their guests and repair or replace four of the security cameras serving Claude Pepper Towers, following approval by US HUD and the County Attorney's Office; and
- Authorizes the County Mayor or County Mayor designee to execute an amendment to the Annual Contributions Contract.

It is further recommended that the Board authorize, subject to US HUD's approval of the County's disposition application and the ground lease, the granting of an ingress/egress and temporary construction easement for a portion of Claude Pepper Tower public housing development to University Plaza Properties, Inc. to facilitate development of a parking lot.

Scope

The Claude Pepper Tower, located at 750 NW 18 Terrace, Miami, FL, and University Plaza Elderly facility, which is owned by University Plaza, are both located in County Commission District 3.

Fiscal Impact

There is no fiscal impact to Miami-Dade County with the approval of this item. The activities included in this resolution will be funded entirely by University Plaza. Further, granting the easements will not create any financial impact to Miami-Dade County.

Track Record/Monitoring
This is not a County construction project; however, Miami-Dade Public Housing Agency (MDPHA) will monitor adherence to the ground lease agreement relating to the parking lot.

Background
Miami-Dade County's Public Housing Agency Plan (PHA Plan) including MDPHA's future development plans, as approved by the Board through Resolution R-598-10 adopted on June 3, 2010, was submitted to US HUD. The PHA Plan included disposition of vacant land located on the Claude Pepper Tower public housing site for use as a parking lot. US HUD approved the PHA Plan on November 9, 2010.

The accompanying resolution authorizes the execution of agreements with University Plaza to construct a parking lot. University Plaza is a Florida not-for-profit corporation, which intends to construct a new four-story 148-bed convalescent center at 724 NW 19th Street, north of the Claude Pepper Tower. The project will be constructed on approximately 0.83 ± acres of land in the City of Miami (City). The City approved the project on February 16, 2009 to provide high quality care to the elderly and includes amenities such as an exercise facility designed for outpatient geriatric therapy and cardiovascular rehabilitation, a passive recreational outdoor area and rooftop deck, and substantial landscaping throughout.

The City's Zoning Code requires the facility to provide 43 parking spaces. Because University Plaza cannot develop all the required parking at the project site, University Plaza requested that the County lease an unused portion of the Claude Pepper Tower property to build a surface parking lot to meet the University Plaza facility parking requirements. The term of the lease is for an initial period of five years with the possibility of nine additional five-year extensions. In addition to the ground lease, University Plaza requests that the County grant it an easement for ingress and egress, and a temporary easement to conduct certain construction activities, over certain portions of the County property, subject to the execution of an easement agreement.

During construction of the new facility and the parking lot, University Plaza has agreed that it will also construct approximately 35 new parking spaces reserved for residents of Claude Pepper Towers and will also improve the County's own parking and driveway aisle area south of Claude Pepper Tower. Additionally, University Plaza will repair or replace four of the existing security cameras serving Claude Pepper Towers. All of these improvements will be provided by University Plaza at no cost to the County.

As part of the planning process, University Plaza and MDPHA consulted with the residents of Claude Pepper Tower as required by the federal regulations pertaining to dispositions.

Construction of this new 148 bed convalescent center immediately across the street from Claude Pepper Tower will be a convenient asset for the residents of Claude Pepper Tower, as well as for other Miami-Dade County residents.

Attachments

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(G)(1)(A)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(G)(1)(A)

5-3-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) FOR THE DISPOSITION OF A VACANT LAND PORTION OF CLAUDE PEPPER TOWER PUBLIC HOUSING DEVELOPMENT TO CONSTRUCT A PARKING LOT FOR THE UNIVERSITY PLAZA ELDERLY FACILITY; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, FOLLOWING US HUD'S APPROVAL, TO EXECUTE A GROUND LEASE WITH UNIVERSITY PLAZA PROPERTIES, INC., A NOT FOR PROFIT FLORIDA CORPORATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AMENDMENT TO THE ANNUAL CONTRIBUTIONS CONTRACT; AUTHORIZING THE GRANTING OF AN INGRESS/EGRESS AND TEMPORARY CONSTRUCTION EASEMENT TO UNIVERSITY PLAZA PROPERTIES, INC. OVER A CERTAIN PORTION OF CLAUDE PEPPER TOWER ~~PUBLIC HOUSING DEVELOPMENT FOLLOWING US~~ HUD'S APPROVAL OF DISPOSITION APPLICATION AND GROUND LEASE; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH UNIVERSITY PLAZA PROPERTIES, INC. FOR THE CONSTRUCTION OF APPROXIMATELY THIRTY-FIVE PARKING SPACES FOR THE RESIDENTS OF CLAUDE PEPPER TOWERS PUBLIC HOUSING DEVELOPMENT AND THEIR GUESTS AND REPAIR OR REPLACEMENT OF SECURITY CAMERAS FOLLOWING HUD'S APPROVAL OF THE DISPOSITION APPLICATION AND THE GROUND LEASE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; >>and

WHEREAS, University Plaza Properties, Inc., a Florida not-for-profit corporation,

("University Plaza") requested that the County lease that certain land located on the Claude Pepper Tower Public Housing Development (Claude Pepper Tower) site for the construction of thirty-two (32) parking spaces for a new elderly facility to be known as University Plaza Elderly Facility; and

WHEREAS, as one of the conditions to permit University Plaza to construct the parking spaces referenced in the preceding whereas clause, University Plaza has also agreed to construct approximately thirty-five (35) additional parking spaces for the residents of Claude Pepper Tower and their guests; and repair or replace four (4) of the existing security cameras serving Claude Pepper Towers; and

WHEREAS, this Board is satisfied that said property can be used for the purpose stated herein and is not needed for County purposes; and

WHEREAS, this Board finds pursuant to Section 125.38, Florida Statutes, that the leasing of said properties to University Plaza, serves the best interest of the County,<<[1]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby:

Section 1. >>The foregoing recitals are incorporated in this resolution and are approved.<<

Section 2. Approves the submission of an application to the [[~~US~~]] >>United States<< Department of Housing and Urban Development (US HUD) for the disposition of a vacant portion >>of<< land located on the Claude Pepper >>Tower<< [[~~Public Housing~~

[1] The differences between the substitute and the original item are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed.

~~Development~~]] site for the purpose of constructing a parking lot for the University Plaza Elderly Facility.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the attached Ground Lease with University Plaza [[~~Properties, Inc., a not-for-profit Florida corporation~~]], in substantially the form attached hereto following approval by US HUD and the County Attorney's Office, and further authorizes the County Mayor or the County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses.

Section 4. Approves an amendment to the annual contributions contract and authorizes the County Mayor or County Mayor's designee to execute said agreement and any other agreements required by US HUD, and further authorizes the County Mayor or County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses.

Section 5. Subject to US HUD's approval of the County's Disposition Application and the Ground Lease, approves the granting of an ingress/egress and temporary construction easement for a portion of Claude Pepper Tower [[~~public housing development~~]] to University Plaza [[~~Properties, Inc.~~]], in substantially the forms attached hereto and made a part hereof; authorizes the County Mayor >>or County Mayor's designee<< to take appropriate actions to accomplish same, and authorizes the County Mayor >>or County Mayor's designee<< to execute the easement, for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

Section 6. >>Authorizes the County Mayor or County Mayor's designee to execute the attached License Agreement with University Plaza, in substantially the form attached hereto, to construct approximately thirty-five (35) additional parking spaces for the residents of Claude Pepper Tower and their guests, and to repair or replace four (4) of the existing security cameras

serving Claude Pepper Towers, following approval by US HUD and the County Attorney's Office, and further authorizes the County Mayor or County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses.<<

Section 7. Pursuant to Resolution No. R-974-09 (a) directs the County Mayor or County Mayor's designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution, and to exercise the provisions contained herein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

GROUND LEASE

THIS GROUND LEASE (hereinafter, the "Lease" or "Agreement") is entered into and made effective on this _____ day of _____, 2010 (the "Effective Date"), by and between **Miami-Dade County**, a political subdivision of the State of Florida (hereinafter "Landlord"), and **University Plaza Properties, Inc.**, a not-for-profit Florida corporation (hereinafter "Tenant"). Landlord and Tenant are sometimes hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, Tenant (or a related company) intends to construct or develop an elderly facility to be located at 724 N.W. 19th Street, Miami, Florida (the "Facility") which will be known as University Plaza to include a four-story convalescent center in connection with an "aging in place" campus that will provide the community with high quality medical care and social services; and

WHEREAS, the Facility will promote community interest and welfare by providing a facility with a higher level of care that will be easily accessible to the residents of Miami-Dade County, including the residents of the elderly public housing development commonly known as "Claude Pepper Towers;" and

WHEREAS, the Facility will be one of the first components in a planned "aging in place" campus that will offer these residents a mastered planned and aesthetically pleasing environment of all levels of housing, nursing and medical care within close proximity of the existing public housing development; and

WHEREAS, Tenant has advised Landlord that the Facility does not currently contain sufficient parking to satisfy City of Miami zoning regulations; and

WHEREAS, Landlord is the fee simple owner of, and has good and marketable title to, that certain real property located at 750 NW 18th Terrace in the City of Miami, Miami-Dade County, Florida legally described on Exhibit "A" attached hereto and incorporated herein (the "County Property"); and

WHEREAS, the County Property is operated as a public housing development, which is subject that certain Declaration of Trust, dated _____, ____, recorded in the Official Records Book at _____, Page _____ of the Public Records of Miami-Dade County, Florida , and pursuant to that certain Consolidated Annual Contribution Contract (as amended in relation to the County Property pursuant to _____ **{NEED TO INSERT APPLICABLE AMENDMENT}**, collectively, the, "ACC") between Landlord and the United States Housing and Urban Development ("HUD"); and

WHEREAS, in order, inter alia, to meet the zoning requirements of the City of Miami for the Facility, Tenant has requested that Landlord lease a portion of the County Property to Tenant, which portion is more particularly described on Exhibit "B" attached hereto and incorporated herein containing not less than _____ square feet, together with (a) all rights, easements and appurtenances belonging or appertaining thereto, (b) all right, title and interest of Landlord in and to any and all roads, streets, alleys and ways, bounding such property, and (c) all buildings and other improvements thereon, if any (collectively, the "Premises"), in order to permit Tenant to develop and use the Premises for the Permitted Use (as defined in Section 5.01 below); and

WHEREAS, Landlord has requested, and Tenant has agreed, that in consideration of Landlord's leasing the Premises to Tenant, that Tenant repair or replace four (4) existing security cameras serving the County Property and construct

approximately thirty-five (35) additional parking spaces for the residents of Claude Pepper Towers; and

WHEREAS, the Landlord has confirmed that the additional parking spaces referenced in the preceding whereas clause shall be for the exclusive use of the residents of Claude Pepper Towers and their guests; and

WHEREAS, Landlord is willing, and has agreed to, pursuant to Section 125.38 of the *Florida Statutes,* to lease the Premises to Tenant for an initial term of five (5) years with one five (5) year option to renew, as more particularly set forth in this Lease; and

WHEREAS, on _____, the Miami-Dade Board of County Commissioners adopted Resolution No. R-_____-____ authorizing the Landlord to enter into this Lease; and

WHEREAS, on _____, HUD gave conditional approval to the Landlord to enter into this Lease; and

WHEREAS, on _____, ____, HUD and the County executed that certain Partial Release of Declaration of Trust recorded in the Official Records Book at _____, Page _____ of the Public Records of Miami-Dade County, Florida,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

ARTICLE 1

INCORPORATION OF RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct, and are incorporated herein by this reference.

ARTICLE 2

LEASE OF PREMISES

2.01 Lease of Premises. Landlord does hereby demise and lease the Premises to Tenant, and Tenant does hereby lease the Premises from Landlord, subject to, and in accordance with, the terms of this Lease.

2.02 Grant of Easement. In addition to the lease of the Premises to Tenant, Landlord hereby grants to Tenant (i) an easement for ingress and egress, and (ii) an easement to conduct certain construction activities, over certain portions of the County Property, all as more particularly set forth in an easement agreement to be entered into between the Parties within a reasonable time prior to the Commencement Date, which easement agreement shall be in substantially the form attached hereto and incorporated herein as Exhibit "C". All easement areas set forth in the aforesaid easement agreement shall be collectively known as the "Easement Area", and all such easements shall be for the benefit of Tenant, its employees, guests and invitees (collectively, the "Benefited Easement Parties") in order to allow such Benefited Easement Parties good and sufficient access between the Premises and that certain parcel of land legally described in Exhibit "D" attached hereto ("University Plaza") and to allow the construction of certain improvements in the Easement Area. In the event the Landlord, as the owner of the County Parcel, is required to execute any building permit or application to develop the improvements on the Easement Area, the Landlord hereby agrees to do. In no event shall Tenant's use of the Easement Area unreasonably interfere with Landlord's use of the County Property or create an unreasonable disturbance to the guests, inhabitants and employees of the Landlord.

2.03 As-Is. Notwithstanding anything to the contrary contained herein, upon Tenant taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in its "as-is" and "where-is" condition, with any and all faults, and with the understanding that the Landlord has not offered any implied or expressed warranty as to the condition of the Premises and/or as to it being fit for any particular purpose, provided, however, that the foregoing shall not in any way limit, affect, modify or otherwise impact any of Landlord's representations, warranties and/or obligations contained in this Agreement.

2.04 Grant of License. In addition to the lease of the Premises to Tenant, Landlord hereby grants to Tenant (i) a license for ingress and egress, and (ii) a license to conduct certain construction activities, including, but not limited to the construction of approximately thirty-five (35) parking spaces and related improvements, over certain portions of the County Property, and the repair or replacement of four (4) security cameras of comparable quality and design to the existing security cameras servicing the County Property, all as more particularly set forth in a license agreement to be entered into between the Parties within a reasonable time prior to the Commencement Date, which license agreement shall be in substantially the form attached hereto and incorporated herein as Exhibit "E". All license areas set forth in the aforesaid license agreement shall be collectively known as the "License Area". The work to be performed on the License Area (the "Work") shall be done in accordance with ordinances and regulations of all governmental agencies having jurisdiction over the License Area and it shall be Tenant's sole responsibility to obtain all permits and approvals that may be required, provided Landlord shall cooperate fully with Tenant to obtain any

authorizations or permits required to perform the Work. In no event shall Tenant's use of the License Area unreasonably interfere with Landlord's use of the County Property or create an unreasonable disturbance to the guests, inhabitants and employees of the Landlord.

ARTICLE 3

TERM

3.01 Commencement Date. The term of this Lease shall commence on the date the City of Miami issues an unconditional building permit to Tenant, or Tenant's authorized agent or designee to construct a building on University Plaza in accordance with the site plan attached hereto as Exhibit "F", as amended and approved from time to time (the "Building Permit") (hereinafter, the "Commencement Date"). Tenant shall promptly thereafter provide written notice to the Landlord confirming the issuance and receipt of the Building Permit and confirming the Commencement Date and the Expiration Date (as hereinafter defined). As of the Commencement Date, Tenant shall be obligated to begin paying rent to the extent set forth in Section 4.01.

3.02 Term. This Lease shall be for a term of five (5) years, commencing on the Commencement Date and expiring on the date which is five (5) years thereafter (the "Term"), subject to extension pursuant to Section 3.03 below and earlier termination pursuant to other provisions in this Lease.

3.03 Extensions. Provided this Lease is not otherwise in default beyond applicable cure periods at the time of the extension, Tenant shall have the option of extending the Term for one (1) additional five (5) year period, commencing at midnight on the date on which the Term expires. Thereafter, the Parties agree that this Lease may

be further extended by mutual agreement between the Parties for up to eight (8) additional periods of five (5) years each. In connection with such additional extension periods, the Parties agree not to unreasonably withhold, condition or delay their consent to such extension(s). The Parties shall be bound by this Lease for each Extension. The first Extension shall be automatic unless Tenant shall give notice to Landlord, no later than ninety (90) days prior to the expiration of the Term that it does not desire to extend the Lease. During any Extension, the terms, covenants, conditions and agreements of this Lease, including the rent provisions herein contained, shall remain unmodified and in full force and effect (other than any terms, covenants or conditions which are no longer applicable). Following the exercise of any option to extend by Tenant or Landlord pursuant to this Section 3.03, the term "Term" as used in this Lease shall automatically be deemed to be inclusive of the term "Extension."

3.04 Termination Rights of Tenant. The following termination rights are in addition to, and not in lieu of, any specific termination rights granted to Tenant pursuant to other provisions of the Lease.

A. Prior to Commencement Date. At any time prior to the Commencement Date, Tenant may terminate this Lease by providing written notice to Landlord, in which event the Lease shall be deemed terminated as of the date of such notice and the parties shall be released from further liability under this Lease and any deposits or other sums paid by Tenant shall be forthwith returned to Tenant.

B. Termination. From and after the Commencement Date, Tenant shall have the right to terminate this Lease by providing Landlord with ninety (90) days prior written notice of such election to terminate. In such event, the Lease shall terminate on

the date provided in said notice and the parties shall be released from further obligations under this Lease.

3.05 Tenant's Obligations Following Termination. In the event a notice to terminate shall be given by Tenant, Tenant and Landlord agree this Lease shall expire on the date set forth in Tenant's termination notice and Tenant shall vacate or quit the Premises on such date and Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer because of Tenant's failure to timely surrender the Premises. If Tenant shall be in possession of the Premises after the Term expires, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either party on Thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rent as provided in Section 4.02.

3.06 Termination by Landlord: The occurrence of any of the following shall give Landlord the right to terminate this Lease upon the terms and conditions set forth below:

A. Automatic Termination:

1. Institution of proceedings in voluntary bankruptcy by the Tenant.

2. Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of Ninety (90) days or more.

3. Assignment of Lease by Tenant for the benefit of creditors.

4. Failure of Tenant, its successors or assigns to maintain a not-for-profit tax status (except that any involuntary administrative dissolution shall not be deemed a breach of the foregoing so long as Tenant reinstates the entity within 30 days after notice from Landlord).

5. A final determination of termination of this Lease in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.

6. Failure to comply with the requirements of Section 125.38, *Florida Statutes*.

Notwithstanding the foregoing, so long as Tenant, its successors or assigns continues to pay rent and is otherwise performing its obligations in accordance with the terms of this Lease, including but not limited to compliance with the requirements of Section 125.38, *Florida Statutes,* Landlord shall not have the right to terminate pursuant to Section 3.06.A(1)-(2) above. In the event, the City of Miami no longer requires Tenant to use the Premises in order to comply with the City of Miami zoning requirements for the Facility, Landlord shall have the right at its sole discretion to terminate this Lease upon prior written notice to Tenant given within a reasonable time

after the City of Miami shall notify Landlord that Tenant's use of the Premises is no longer required to comply with applicable zoning requirements.

B. Life/Safety Issues. The elapsement of thirty (30) calendar days (or such longer period if the default is not capable of being cured in such 30 day period) after Tenant's receipt of written notice from Landlord with respect to Tenant's failure to cure a condition posing a threat to health or safety of the public or patrons.

C. Default by Tenant. The elapsement of thirty (30) calendar days from the date Tenant receives written notice for the reason(s) as set forth below (unless the condition is not capable of being cured in thirty (30) days, in which case Tenant shall have such longer period as is necessary to cure the applicable condition) (the "Cure Period"):

1. Non-performance of any covenant of this Lease, other than non-payment of rent and other matters listed in Section 3.06(A) and (B) above.

2. If the Premises shall be used by Tenant for any other purpose than as described in Article 5, or if Tenant shall fail to maintain the governmental permits or licensing required under this Lease.

3. Non-payment of any sum or sums due hereunder (other than rent) after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the Cure Period.

3.07 No Cancellation Fee. Tenant agrees that under no circumstances shall Tenant be entitled to any termination or cancellation fee or any similar economic

incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

3.08 Termination by County Mayor. Landlord through its County Mayor or his/her designee, shall have the right to terminate this Lease or any portion thereof, at any time, should Landlord reasonably determine that the Premises are necessary for a public purpose, by giving the Tenant One Hundred Eighty (180) days prior written notice of such termination prior to its effective date. Should the Term of this Lease, at the time the Landlord elects to provide the Tenant with the aforesaid notice of termination, be equal to or less than One Hundred Eighty (180) days, then notice shall be commensurate with the remaining Term of this Lease. In the event Landlord elects to terminate the Lease pursuant to this Section 3.08, Landlord agrees to determine (in its sole discretion) whether additional parking is available on the County Property at that time to be used as replacement parking ("Alternative Parking") by the Tenant, subject, however, to approval by HUD and the Board of County Commissioners (the "Board"). Said approvals shall also be conditioned on the Alternative Parking being sufficient to permit University Plaza to remain in full compliance with any and all zoning rules, laws and ordinances including, but not limited to, all parking requirements contained in the City of Miami Zoning Code (collectively, the "Zoning Parking Requirements"). If such approvals are obtained from HUD and the Board, then the Landlord agrees to provide such Additional Parking to Tenant pursuant to a good and sufficient parking easement agreement (at no additional cost, expense or rent to Tenant), subject only to, such normal and customary negotiations that would exist between similarly situated parties with respect to the

remaining provisions of the parking easement agreement to be entered into with respect to the Alternative Parking.

ARTICLE 4

RENT

4.01 Rent. Tenant covenants and agrees to pay to Landlord as rent under this Lease, the sum of Ten and 00/100 Dollars ($10.00) per year of the Term and any Extension, with the first such payment being payable on the Commencement Date of this Lease and subsequent payments being payable on each annual anniversary of the Commencement Date. Said payments of rent shall be made payable to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to the Commencement Date, Tenant is not obligated to pay rent or any other sums to the Landlord under this Lease.

4.02 Surrender. Upon the expiration of this Lease by the passage of time or otherwise, Tenant will quietly yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed to remove from the Premises at the end of the Term, or at the earlier termination of this Lease, Landlord shall be deemed Tenant's agent to remove such items from the Premises at Tenant's sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, the Tenant shall pay to Landlord a charge for each day of occupancy after expiration or termination of the Lease in an amount equal to 150% of Tenant's Rent prorated on a daily basis. Such charge shall be

in addition to any actual damages suffered by Landlord by Tenant's failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

ARTICLE 5

PERMITTED USE OF PREMISES

5.01 Permitted Use. Tenant may use the Premises for constructing, maintaining and operating its desired improvements consisting of a surface parking lot containing approximately thirty-two (32) parking spaces, together with facilities and amenities for related or ancillary purposes and appurtenant fixtures, machinery and equipment (the "Improvements"); provided that Tenant's use of the Premises shall not be in violation of Section 125.38 of the *Florida Statutes*. In addition to the use permitted in the foregoing sentence, Tenant shall be permitted to allow employees of Plaza Health Network, Inc. and any of its related entities, as well as tenants and visitors of University Plaza to park on the Premises (all of this Section 5.01 being collectively called the "Permitted Use").

5.02 Authorizations and Permits. The Lease is contingent on the Tenant obtaining all necessary permits and licenses ("Permits") for the Permitted Use. In the event that the Premises is restricted by any state, county, municipal or other governmental law, ordinance, rule or regulation which prohibit, limit or restrict the use of the Property for the Permitted Use, Tenant shall undertake, to secure rezoning, special use permits or variances, or any other necessary approval ("Authorizations") so that the Premises may be used for the Permitted Use. Landlord agrees to cooperate fully with Tenant in securing Authorizations and Permits and grants permission to Tenant to make

application for Authorizations and Permits in the name of the Landlord. Landlord shall execute any necessary documents in connection with Tenant's application for Authorizations and Permits. The determination of the necessity for obtaining Authorizations and Permits and the adequacy of the Authorizations and Permits granted shall be within the sole discretion of Tenant.

5.03 Authorizations and Permits; Time Frame. In the event Tenant has not secured Authorizations and Permits prior to One Hundred and Eighty (180) days after the Commencement Date, Tenant may notify Landlord that it is instituting legal proceedings, pursuing its administrative remedies, or otherwise attempting to secure Authorizations and/or Permits. In such event, Tenant shall have Two (2) successive Ninety (90) day extensions within which to secure Authorizations and/or Permits upon payment to Landlord of One Hundred Dollars ($100.00) for each Ninety (90) day period. In the event Tenant is unable to obtain Authorizations and Permits within One Hundred Eighty (180) days after the Commencement Date, as may have been extended pursuant to this Section 5.03, Tenant may terminate the Lease and the parties shall be released from further liability.

5.04 Inspections. At any time after the Effective Date, Landlord shall permit Tenant, at its sole cost and expense, to enter upon the Premises to make a topographic and boundary survey, determine the location of utilities, perform engineering studies, conduct soil tests, borings and an environmental audit ("Inspections") on the Premises to determine the Property's suitability for the Permitted Use. If the Inspections indicate conditions not satisfactory to Tenant for the Permitted Use, Tenant may terminate the Lease and the parties shall be released from further liability. Tenant shall indemnify and

hold Landlord harmless from and against any and all liability arising out of any negligence in the performance of the Inspections on the Premises.

5.05 Landlord's Title and Quiet Enjoyment. Landlord represents and warrants that Landlord is seized in fee simple title to the Premises, free and clear and unencumbered. Landlord covenants that, so long as Tenant pays rent and performs the covenants herein contained on its part, to be paid and performed, Tenant will have lawful, quiet and peaceful possession and occupancy of the Premises, the Easement and all other rights and benefits accruing to Tenant under the Lease throughout the Term, without hindrance or molestation by or on the part of Landlord or anyone claiming through Landlord. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into this Lease for the Term and any Extensions. Tenant shall have the right to order a title insurance commitment on the Premises. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Tenant ("Defects"), then, Landlord, upon notification of the Defects, shall immediately and diligently proceed to cure same and shall have a reasonable time within which to cure the Defects. If, after the exercise of all reasonable diligence, Landlord is unable to clear the Defects, then Tenant may accept the Defects or Tenant may terminate the Lease and the parties shall be released from further liability.

5.06 Maintenance. Tenant will keep the improvements now or hereafter erected on the Premises in good, clean and sanitary condition, and shall make all repairs, ordinary as well as extraordinary, structural or otherwise, necessary to keep same in good condition, reasonable wear and tear and damage by fire or other casualty and condemnation excepted. At the termination of this Lease, by expiration of time or

otherwise, Tenant will deliver the Premises and the improvements thereon to the Landlord in good condition, reasonable wear and tear and damage by fire or other casualties and condemnation excepted or as otherwise provided by this Lease.

5.07 Compliance With Laws. Tenant, at its own expense, shall observe and comply with all laws, ordinances, and regulations of all duly constituted governmental authorities relating to the Permitted Use, subject to Sections 5.02 and 5.03 above.

5.08 Document Deliveries. During the term of this Lease, the Tenant agrees that it shall perform the following tasks, within the following prescribed time periods.

A. By _____, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1. An opinion letter from an attorney, stating that the Premises is properly zoned for a surface parking lot;
2. A copy of the architectural rendering of the proposed development project, which shall be prepared by an architect licensed to perform such work in the State of Florida; and
3. A copy of the final survey of the Premises.

B. Within ninety (90) days after issuance of the Building Permit, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1. A copy of construction drawings and engineering drawings, prepared by an architect licensed to perform such work in the State of Florida;
2. A copy of the final soil boring test, for compaction capabilities and soil condition;

3. A copy of all DERM applications and permits, if any; and

4. A copy of any revised environmental test results, if any.

5.09 Commencement of Construction. Except for any Inspections per Section 5.04 or any pre-construction activities permitted under Section 8 of this Lease, Tenant agrees that it shall not begin construction of the surface parking lot prior to the Commencement Date. Any construction of the surface parking lot shall also occur only after the Tenant has timely completed the requirements listed in paragraph 5.08.

5.10 Continuous Use. Tenant agrees that upon completion of construction of the surface parking lot, Tenant will continuously use the Premises for the Permitted Use and for no other purpose whatsoever without Landlord's prior written consent, not to be unreasonably withheld or delayed.

5.11 No Changes to Permitted Use. Tenant agrees that no changes in the Permitted Use of the Premises are authorized without the express prior written permission of the Landlord, which permission shall not be unreasonably withheld, conditioned or delayed, subject, however, to the approval of HUD (to the extent applicable).

ARTICLE 6

CONDITION OF PREMISES

6.01 Condition of Premises. Subject to Landlord's representations and obligations contained in this Lease, Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Lease. Subject to Landlord's representations and obligations contained in this Lease, Landlord makes no express or implied warranty as to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. Subject to Landlord's

representations and obligations contained in this Lease, the Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of Premises.

6.02 Licenses and Permits. Landlord and Tenant further agree that the Tenant's responsibility with respect to permits and licenses, including, but not limited to, construction or building permit(s) and/or license(s) applicable to the Permitted Use shall be as set forth in Section 5.02.

6.03 Zoning Approvals. Landlord and Tenant agree that Tenant's responsibility with respect to any land use and zoning approvals necessary for Tenant to construct the surface parking lot shall be as set forth in Section 5.02. To Tenant's actual knowledge, completion of its construction of the surface parking lot on the Premises will not impact the County Property's compliance with any applicable zoning code or other governmental regulation of the City of Miami. Prior to the approval of this Lease by the Board of County Commissioners and HUD, Tenant shall provide the Landlord an attorney's opinion letter reasonably acceptable to the Landlord. Notwithstanding the foregoing, in the event that the County Property is rendered noncompliant with any applicable zoning code or other governmental regulation as a result of the Tenant's actions, including but not limited to construction on the Premises, Landlord shall so notify Tenant of any such non-compliance (the "Non-Compliance Notice"). Tenant shall have 45 days from receipt of the Non-Compliance Notice (the "Compliance Cure Period") to take such action, including, without limitation, modification of this Lease, as it shall determine necessary to cause Landlord to no longer be non-compliant. In the event Tenant shall be unable to cause Landlord to be compliant prior to expiration of the

Compliance Cure Period, then, Landlord shall have the right to terminate this Lease within 30 days after expiration of the Compliance Cure Period.

6.04 Interfering Easements. If Tenant is aware or shall become aware of any easements on or about the Premises that interfere with the Tenant's Permitted Use, it shall be the Tenant's responsibility, at its sole expense, to use good faith efforts to cause the removal of such easements or to design the parking lot in such a manner as to not disturb or interfere with the easements. If the Landlord requires an easement on the Premises subsequent to the execution of this Lease, Tenant agrees to grant such easement at no expense to the Landlord, provided that Landlord, at its sole expense, does not materially interfere with the Tenant's Permitted Use and restores any damage to the Premises. In the event the Tenant is unwilling to grant the easement, Tenant may terminate this Lease.

6.05 Permit Requirements. The parties hereby expressly acknowledge and agree that Tenant will not be able to utilize the Premises for the Permitted Use without obtaining the Authorizations and Permits. If for any reason whatsoever Tenant loses any Permit, Tenant shall refrain from such use or operation, if such use is prohibited by loss of the Permit, until the Tenant has re-secured, and has in hand, the appropriate Permit(s) which authorize and warrant the use, or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes, to the extent applicable.

ARTICLE 7

TAXES AND UTILITIES

7.01 Real Estate Taxes. Tenant understands and agrees that as a result of the Landlord's ownership of the Premises, the Premises currently is exempt from any ad

valorem taxes. Landlord represents to Tenant that such exemption should remain in effect notwithstanding that Landlord is entering into this Lease. However, during the Term of this Lease, should, for any reason whatsoever, the Premises become subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges imposed during the Term and any Extensions upon the Premises and the building and/or other improvements constructed on the Premises by Tenant ("Real Estate Taxes"), Tenant shall be required to pay all Real Estate Taxes, prior to delinquency without notice or demand and without set-off, abatement, suspension or deduction. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such taxes exclusively attributable to the Premises. In addition, Tenant shall be required to pay for any water, electric, sewer, telephone or other utility charges incurred by Tenant during the Term or any Extensions which are limited solely to the Premises and/or any structures and/or improvements thereon.

7.02 Not-For-Profit Status. Upon Landlord's written request, Tenant will furnish to Landlord, evidence of its not-for-profit status and proof of payment of all items referred to in paragraph 7.01, which are payable by Tenant

7.03 Tax Contests. Real Estate Taxes payable by Tenant shall be paid not later than the date on which such Real Estate Taxes become delinquent. A receipted tax bill shall be delivered to Landlord upon request. In the event Tenant fails to pay Real Estate Taxes within the time provided, Landlord may, after fifteen (15) days written notice, pay same, in which event Tenant shall remain liable to and obligated to pay Landlord the amount so advanced together with interest thereon at the rate of six percent (6%) per

annum. In the event any Real Estate Taxes may be payable in installments, Tenant shall have the right to pay same as such installments fall due. Real Estate Taxes for the year in which the Term shall begin and the year in which the Lease shall terminate shall be prorated so that Tenant shall pay only those portions thereof which correspond with the portion of said years as are within the Term, as may have been extended. Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Real Estate Taxes assessed or levied upon the Premises and the building and/or other improvements constructed on the Premises by Tenant. If required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonable require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the Real Estate Taxes claimed pending such proceedings.

ARTICLE 8

CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS

8.01 Construction. Tenant, at its sole cost and expense, shall perform any and/or all of the pre-construction work Tenant deems necessary to construct a surface parking lot and/or improvements on the Premises (collectively, the "Pre-Construction Work") and Landlord hereby consents to Tenant's use of the Premises prior to the Commencement Date for such Pre-Construction Work. Construction, but not until this Agreement is fully executed, of the parking lot is expected to begin after all of the following conditions ("Construction Conditions") have been satisfied: 1.) issuance of the

Building Permit; 2.) issuance of the Authorizations and Permits; 3.) commitment for funding for the entire construction project at University Plaza; and 4.) retention of a general contractor to begin construction of the Improvements (collectively, the "Commencement of Construction"). Further, Tenant has specifically agreed that construction of the parking lot will occur over a Twelve (12) month period, with the project being completed within Three Hundred Sixty (360) days after the Construction Conditions have been satisfied or waived, as evidenced by a temporary certificate of completion. Failure to timely construct the Improvements on the Premises as evidenced by the expiration of the Authorizations and Permits will constitute an event of default hereunder.

8.02 Procurement of Construction Services. Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with Section 255.20, Florida Statutes.

8.03 Approval of Plans. Tenant agrees to provide fencing and landscaping associated with the construction of the parking lot upon the County Property, as more particularly described in Exhibit "G" of this Agreement. Prior to the Commencement of Construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping and/or other improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the General Services Administration for written approval prior to submitting for the Authorization and Permits. Landlord may not unreasonably withhold its consent to such plans, specifications and scheduling, and shall give written notice to Tenant within Sixty (60) days of receipt of same approving or disapproving

same. Failure to respond within such Sixty (60) day period shall be deemed an approval by Landlord.

8.04 Workman Like Manner. Tenant shall cause any and all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using good quality materials, and without commercially unreasonable interference with or disruption to the affairs of nearby residences and/or businesses beyond what would normally occur during similar constructed related events. This clause shall survive the expiration or early termination of this Lease.

8.05 Lien Waivers. Tenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Tenant it being provided, however, that Tenant shall have the right to contest the validity thereof. Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT SHALL PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE

PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. .

8.06 No Obligation By Landlord To Construct. Tenant acknowledges and agrees that the Landlord currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities related to the pre-construction and/or construction of any structure(s) and/or improvements on or about the Premises during the term of this Lease, excluding its obligation as the owner of the Premises not to unreasonably withhold its consent to any permit or other application(s) as they relate to development or use of the Premises.

8.07 Tenant Caused Environmental Hazards. If Tenant's construction activities or other Tenant actions relative to the Premises result in the introduction of hazardous materials, or hazardous waste into the ground or groundwater or contamination of the ground or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of

any such introduction, contamination, claim of contamination or damages, (2) after consultation and with the prior approval of the Landlord, to clean up the contamination or introduction aforesaid in full compliance with all applicable statutes, ordinances, regulations and standards, at the Tenant's sole cost and expense, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees, including appeal, arising from or connected with such contamination, introduction, claim of contamination or damages.

8.08 Hazardous Substances.

A. Landlord represents and warrants the following:

1. To the best of Landlord's knowledge, the Premises does not presently contain and is free from all hazardous substances and/or wastes, toxic and nontoxic pollutants and contaminants including, but not limited to, petroleum products and asbestos ("Hazardous Substances").

2. To the best of Landlord's knowledge, the Premises has not in the past been used for storage, manufacture or sale of Hazardous Substances or for any activity involving Hazardous Substances.

3. To the best of Landlord's knowledge, no Hazardous Substances are located in the vicinity of the Premises. The term "vicinity" shall mean the portion of the County Property not included in the Premises.

4. Landlord has not transported, or caused to be transported, any Hazardous Substances to or from the Premises.

5. Landlord has not received and is not aware of any notification from any federal, state, county or city agency or authority relating to Hazardous Substances, in or near the Premises.

B. To the extent permitted by Florida Statute 768.28, Landlord shall indemnify, defend (with counsel selected by Tenant) and hold harmless Tenant from and against any and all liability arising from any and all claims, demands, litigation, or governmental action involving any of the following:

1. Any breach of the representations and warranties contained in this Section 8.08.

2. The presence or suspected presence of Hazardous Substances on or in the Premises, unless such presence is due solely to the acts of Tenant or the acts of any party other than Landlord, its agents and employees, occurring after the Effective Date.

3. The migration of Hazardous Substances from the Premises to any other property if such migration occurred prior to the Effective Date or if the migrating substances were located on or in the Premises at the time of the Effective Date.

Without limiting the generality of the foregoing, this indemnification shall specifically cover fines, penalties, sums paid in settlement of claims or litigation, fees for attorneys, consultants and experts (to be selected by Tenant) and costs of investigation, clean-up, removal or restoration. Nothing herein or anywhere in this lease shall in any way modify

or expand Landlord's liability to Tenant or to any person or entity beyond the limits set forth in Florida Statute 768.28.

C. The representations, warranties and indemnity in this Section 8.08 shall survive the termination of the Lease.

D. If after the Commencement Date the Premises becomes contaminated with Hazardous Substances and such contamination is not the fault of Tenant or anyone acting by, through or under Tenant, then Tenant shall have the right to terminate this Lease immediately.

8.09 Leasehold Improvements. All leasehold improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord. Upon the expiration of the term of this Lease, all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

8.10 Tenant's Personal Property. Tenant's introduction of any supplies and/or equipment to the Premises belonging to the Tenant, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises at anytime without Landlord's consent.

8.11 Bonds. Prior to commencing any construction and/or repairs to the Premises, or any structure or improvements on or about the Premises or any of the Access Easement Parcel referred to in Exhibit C and incorporated herein, Tenant and/or Tenant's

contractor shall obtain and deliver to the Landlord, at their sole cost and expense, a payment bond and separate performance bond, or such other similar form of security, which meets the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than Ten (10) days prior to the anticipated commencement date of the construction and/or repairs. Said separate payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the construction and/or repair project regardless of the source of funding. The County Mayor or his designee shall have the right of approval of the surety bond, if applicable, which approval shall not be unreasonably withheld, in accordance with then applicable Miami-Dade County criteria prior to execution and delivery of the bonds by Tenant. Tenant shall be responsible for recording the bonds and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. Notwithstanding the foregoing, Tenant shall not be required to secure a performance bond or provide any other alternate form of security, in the event a contract for any construction work and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $50,000.00.

8.12 Ownership of Leasehold Improvements During Term. So long as this Lease remains in full force and effect, all structures and improvements, including the improvements thereafter from time to time, which are hereafter located upon the Premises; as well as any appurtenances and equipment permanently attached and incorporated into such structures or improvements at any time, including fixtures,

appliances, machinery, lighting equipment, as applicable, shall be owned in fee simple by Tenant and be the sole property of Tenant, and Landlord shall have no interest in them. Upon the Term expiration or any event causing the termination of this Lease, all structures and improvements described in this section 8.12 shall become the sole property of the Landlord.

ARTICLE 9

MAINTENANCE AND REPAIR

9.01 General Maintenance by Tenant. Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any Extension, at its sole cost and expense, the Premises, and any and all Tenant installed infrastructure (lines, pipes, wiring) leading to or from (but wholly contained within) the Improvements on the Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now or in the future, on or about the Premises.

9.02 Maintenance of Walkways. Tenant, at its expense, shall maintain and keep the Premises free from debris, including, but not limited to, all current and future parking areas, pathways, and/or walkways which may be constructed on the Premises.

9.03 Trash Removal. With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction and/or mechanical

equipment apparatus free of unreasonable vibration and noise which may be transmitted beyond the Premises and/or which could unreasonably disturb adjacent landowners or occupiers; (f) take reasonable steps to prevent any objectionable odors from emanating or being dispelled from the Premises; (g) comply with and observe all reasonable rules and regulations delivered by the Landlord to Tenant prior to the Effective Date, if any, relating to the Tenant's occupancy on the Premises; and (h) conduct its operation in all respects in a professional manner in accordance with standards customary of other similar not-for-profit organizations.

9.04 Responsibility for Tenant's Poor Maintenance. Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to Tenant's poor maintenance of any mechanical equipment required to be maintained by Tenant, and/or because of the operation or existence of any mechanical, electrical or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur, unless caused by the negligence or misconduct of Landlord or any of its employees, contractors or agents.

ARTICLE 10

DESTRUCTION OF STRUCTURES AND IMPROVEMENTS

10.01 Damage Due to Malicious Acts. Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any improvements on or about the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief or criminal acts thereto. Tenant shall promptly notify Landlord, in writing, upon

discovering any damage to the Premises and/or any improvement on or about the Premises which requires immediate repair. No notice shall be required for routine repairs or repairs in the ordinary course of business. Tenant is responsible for maintaining, replacing and/or repairing any damaged personal property, improvement and/or structure constructed by Tenant in the Premises, unless caused by the negligence or misconduct of Landlord or any of its employees, contractors or agents.

10.02 Casualty Damage. In the event the Premises should be destroyed or damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant (as determined by Tenant in its sole and absolute discretion), Tenant may cancel this Lease, but only after removing any trash and/or debris therefrom. If the Premises is partially damaged due to any other reason than the causes described immediately above, but the Premises is not rendered unusable for Tenant's purposes (as determined by Tenant in its sole and absolute discretion), the same shall be repaired by Tenant to the extent Tenant receives sufficient proceeds to complete such repairs from its insurance carrier under its insurance policy. Any such repairs will be completed within a reasonable time after receipt of such proceeds. If the damage to the Premises shall be so extensive as to render it unusable for Tenant's purposes (as determined by Tenant in its sole and absolute discretion) but shall nonetheless be capable of being repaired within One Hundred Twenty (120) days, the damage shall be repaired with due diligence by Tenant to the extent Tenant receives sufficient proceeds under its insurance policy to complete such repairs. In the event that a nearby structure(s) or improvement(s) is damaged or destroyed due to Tenant's negligence, Tenant shall be

solely liable and responsible to repair and/or compensate the owner for such damage or loss.

ARTICLE 11

ASSIGNMENT AND SUBLEASE

11.01 Assignment and Subletting. Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease or the term hereof without the consent of Landlord, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, but is not limited to, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment or subletting to or by a receiver or trustee in any Federal or state action, bankruptcy, insolvency, or other proceedings. Notwithstanding the forgoing, Tenant may, without Landlord's prior written consent, sublet the Premises or assign the Lease to: (i) a subsidiary, affiliate, parent or other entity which controls, is controlled by, or is under common control with Tenant, so long as that entity is a not-for-profit corporation, or (ii) a successor entity related to Tenant by merger, consolidation, non-bankruptcy reorganization, or government action, so long as such entity remains a not-for-profit corporation. In the event of an assignment or a sublease pursuant to the preceding sentence, Tenant shall endeavor to provide written notice to Landlord of Tenant's intent to sublet the Premises or assign the Lease (as applicable), provided, however, Tenant's failure to provide such notice shall not be an event of default under this Lease nor invalidate or affect the validity of the assignment or sublease. In no event shall Tenant be permitted to assign or sublet the Premises to any entity that fails to meet the requirements of Section 125.38, *Florida Statutes*. Should it be judicially determined that Tenant shall have transferred, conveyed,

assigned or sublet the Facility or any portion thereof to a for-profit entity, or unitized the Facility in a manner that fails to meet the requirements of Section 125.38, *Florida Statutes*, then Landlord shall have the option to terminate this Lease.

ARTICLE 12

NO LIABILITY FOR PERSONAL PROPERTY

12.01 Risk of Loss for Tenant's Personal Property. All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless caused by or due to the negligence or misconduct of Landlord, Landlord's agents, contractors or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 13

LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

13.01 Acts of Others. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons entering the Premises or any part of the Premises or any area in connection with the Premises, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from any actions or activity by such person(s), unless caused by or due to the negligence or misconduct of Landlord, Landlord's agents, contractors or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 14

LANDLORD'S RIGHT OF ENTRY

14.01 Right of Entry. Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving Tenant at least

Twenty-Four (24) hours prior written notice to examine the same or to make such repairs, additions, or alterations as shall be required for the safety or preservation thereof. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe.

ARTICLE 15

SURRENDER OF PREMISES

15.01 Tenant agrees to surrender to Landlord, upon the expiration of this Lease or earlier termination thereof, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear, condemnation and obsolence excepted. In addition, upon the expiration of this Lease or earlier termination of this Lease, any structures and/or improvements constructed on the Premises, excluding personal property, shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 16

INDEMNIFICATION AND HOLD HARMLESS

16.01 Indemnity for Tenant's Acts. Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable,

including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, provided, however, nothing herein contained shall obligate or hold Tenant responsible for any claims or actions stemming from Landlord's and/or its officers', employees' or agents' sole misconduct or sole negligence. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 17

LIABILITY FOR DAMAGE OR INJURY

17.01 Landlord's Liability. Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the negligence or misconduct of Landlord, its officers, contractors, employees, or agents, subject to the limitations of *Florida Statutes*, Section 768.28.

ARTICLE 18

SUCCESSORS IN INTEREST

18.01 Binding on Successors. It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 19

NOTICES

19.01 Notices. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to Landlord:	MIAMI-DADE COUNTY General Services Administration 111 N.W. 1st Street, Suite 2460 Miami, Florida 33128-1907 Attention: Director
with a copy to:	Miami-Dade Public Housing Agency 701 N.W. 1st Court, 16th Floor Miami, Florida 33136 Attention: Director
with a copy to:	County Attorney's Office Miami-Dade County 111 N.W. 1st Street, 28th Floor Miami, Florida 33128 Attention: County Attorney
with a copy to: Development	United States Department of Housing and Urban

If to Tenant: University Plaza Properties, Inc.
1800 N.E. 168th Street, Suite 200
North Miami Beach, Florida 33162
Attn: Dr. William Zubkoff

with a copy to:Shutts & Bowen LLP
201 S. Biscayne Blvd., Suite 1500
Miami, FL 33131
Attn: Ethan B. Wasserman, Esq.

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above.

ARTICLE 20

INSURANCE

20.01 Type of Insurance Coverage Required of Tenant. Prior to occupancy, Tenant shall furnish to the Real Estate Services Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Public Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes .

D. Property Insurance, with fire and extended risk insurance coverage in an amount not less than the full replacement value of any improvements or structures located on the Premises. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

20.02 Rating of Insurance Company. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
>
> or
>
> The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

20.03 Certificates. Certificates will indicate no modification or change in insurance shall be made without Thirty (30) days advance notice to the certificate holder.

20.04 Non-Waiver of Other Lease Provisions. Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Article, or any other portion of this Lease.

20.05 Renewal of Certificates. Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Article remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of Thirty (30) days in advance of such expiration.

ARTICLE 21

PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

21.01 Permits. Tenant covenants and agrees that during the term of this Lease, Tenant will, at its sole cost and expense, obtain any and all Authorizations and Permits to the extent set forth in Section 5.02.

21.02 Premises Charges. Any and all charges, taxes, or assessments levied against the Premises due to Tenant's occupancy thereof or in connection with the Permitted Use shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

21.03 Landlord's Sovereignty. It is expressly understood that, subject to the other provisions of this Lease:

(a) Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

(b) Landlord shall not by virtue of this Lease be obligated to grant Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

21.04 No Liability for Exercise of Police Power. Subject to any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, Landlord shall have no obligation, including but not limited to the following:

(a) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(b) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

and, except as otherwise set forth in this Lease, this Lease shall not bind the County Board, the Planning and Zoning Department, DERM or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Lease, the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting

the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Without limiting any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Lease.

ARTICLE 22

OWNERSHIP OF ABANDONED PERSONAL PROPERTY

22.01 Abandonment of Personal Property. At the expiration or early termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises. Upon expiration or termination of this Lease, the Tenant, with Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others within Thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the

manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 23

EMINENT DOMAIN

23.01 Taking. The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, or quasi-public use or purpose. A Taking may be total or partial, permanent or temporary.

23.02 Notice of Taking. Upon receipt by either Landlord or Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

23.03 Awards. The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work, (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (iii) any outstanding amounts which represent unpaid loans used for the construction of any structures and/or improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as

may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the structure(s) and improvements thereon.

23.04 Total Taking. In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that each party shall remain liable for any obligations required to be performed prior to the effective date of such termination and for any other obligations under this Lease which are expressly intended to survive termination. The Taking of any portion of the Improvements, fifteen percent (15%) or more of the then existing parking area, the loss of the rights of ingress and egress as then established or the loss of rights to use the Easement, shall be, at Tenant's election, but not exclusively considered, such a substantial taking as would render the use of the Property not suitable for Tenant's use. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant, the loss of Tenant's leasehold estate and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

23.05 Partial Taking. In the event of a permanent Taking of less than all of the Premises (a "Partial Taking"), if Tenant reasonably determines that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot reasonably be made to be economically viable, structurally sound, or to satisfy the applicable Zoning Parking Requirements as they relate to parking for University Plaza, then Tenant may terminate this Lease, and the Tenant's portion of the Award shall be paid to Tenant, provided that any and all obligations of Tenant have been fully and completely complied with by Tenant as of the date of said Partial Taking. If Tenant shall not elect to terminate this Lease, Tenant shall be entitled to a reduction of rent of such amount as shall be just and equitable. In consideration of such reduction of rent, Tenant waives any claim for damage to or loss of its leasehold estate, all of such award being payable to Landlord, who shall use so much thereof as may be necessary to restore the Premises as nearly as possible to its condition immediately prior to the Partial Taking. Tenant shall have the option to perform such restoration and Landlord shall upon Tenant's election provide the whole of such award or such portion thereof as may be necessary for Tenant to accomplish the restoration. Should such award be insufficient to accomplish the restoration, such additional costs shall be paid by Landlord. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

23.06 Taking By County. Notwithstanding anything to the contrary contained in this lease, in the event a Taking shall be undertaken by Landlord, Landlord shall provide Tenant with Alternative Parking (as such term is defined in Section 3.08).

23.07 Resolution of Disagreements. Should Landlord and Tenant be unable to agree as to the division of any singular award or the amount of any reduction of rents and other charges payable by Tenant under the Lease, such dispute shall be submitted for resolve to the court exercising jurisdiction of the condemnation proceedings, each party bearing its respective costs for such determination. Landlord shall not agree to any settlement in lieu of condemnation with the condemning authority without Tenant's consent.

23.08 No Existing Condemnation. Landlord represents and warrants that as of the Effective Date it has no actual or constructive knowledge of any proposed condemnation of any part of the Premises. In the event that subsequent to the Effective Date, but prior to the Commencement Date, a total or partial condemnation either permanent or temporary, is proposed by any competent authority, Tenant shall be under no obligation to commence or continue construction of the building and other improvements and rent and other charges, if any, payable by Tenant under the Lease shall abate until such time as it can be reasonably ascertained that the Premises shall not be so affected. In the event the Premises is so affected, Tenant shall be entitled to all rights, damages and awards pursuant to the appropriate provisions of this Lease.

ARTICLE 24

FORCE MAJEURE

24.01 Force Majeure. Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of

the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, Acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord. Any party claiming a force majeure delay shall only be entitled an extension of time, equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Lease.

ARTICLE 25

WAIVER

25.01 No Waivers. If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement, unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are later stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or

payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 26

DEFAULT OF TENANT AND REMEDIES

26.01 Landlord's General Remedies Upon Tenant Default. Consistent with and in addition to Section 3.06(c) above, if Tenant shall fail to comply with the terms and/or conditions of this Lease, and if such violation or failure continues for a period of Thirty (30) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be legally permissible.

26.02 Landlord's Termination Remedy. Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent), within Thirty (30) calendar days after the giving of notice by Landlord, or within such longer period as may be necessary if the default is of such nature that it cannot be cured within such Thirty (30) day period, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises in accordance with applicable law.

26.03 Possession After Abandonment. Should Tenant vacate or abandon the Premises at any time during the term of this Lease, Landlord shall be permitted to immediately take possession of the Premises in accordance with applicable law.

26.04 Taking Possession of Tenant's Property After Default. Upon any default by Tenant, and after the expiration of any applicable cure period, Landlord may, with or without judicial process (to the extent permitted by law), enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after Thirty (30) calendar days notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than Five Thousand ($5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within Ninety (90) calendar days of any such sale or disposition of property.

26.05 Performance By Landlord On Behalf of Tenant. Upon any default, and after the applicable notice has been given and the cure period has expired, Landlord may

perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the greater of either Six (6%) percent or the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

26.06 Action Permissible During Emergencies. Notwithstanding the provisions of Section 26.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in Section 26.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be severely injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

26.07 Liability Through Date of Cancellation. If this Lease is terminated or cancelled by Landlord due to Tenant's failure to cure a default within the time required by this Lease after having received notice from Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord through the date of termination but not for any periods after such date of termination.

26.08 Rights Are Cumulative. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law. HUD's Rights on Event of Default.

26.09 HUD Related Provisions. Tenant shall give HUD a copy of all notices of default or other notices that Tenant may give to or serve in writing upon Landlord

pursuant to the terms of this Lease. All such notices to HUD shall be sent to: _____

_____. No notice by Tenant to Landlord under this Lease shall be effective unless a copy of such notice has been provided to HUD.

HUD, at its option (but after prior written notice to Tenant), may pay any amount or do any act or thing required of Landlord by the terms of this Lease. All payments made and all acts performed by HUD shall be as if they had been performed by Landlord.

Upon the occurrence of an event of default under this Lease that also constitutes a material and substantial uncured default under the ACC, HUD may: (1) require Landlord to convey to HUD its fee simple interest in the Premises, and ensure Tenant's conveyance to HUD of its leasehold interest in the Premises, if, in HUD's determination (which determination shall be final and conclusive), that such conveyance of title is necessary to achieve the purposes of the U.S. Housing Act of 1937, as amended; or (2) require Tenant to deliver possession and control of the Premises to HUD; or (3) exercise any other right or remedy existing under applicable law, or available at equity. HUD's exercise or non-exercise of any right or remedy under the ACC shall not be construed as a waiver of HUD's right to exercise that or any other right or remedy at any time.

If HUD acquires title to, or possession of, the Premises, HUD shall reconvey, or redeliver possession of, the County Property to Landlord and Tenant in accordance with their respective interests in the Premises: (i) upon a determination by HUD that the substantial default under the ACC has been cured and that the County Property will thereafter be operated in accordance with the terms of the ACC; or (ii) after the termination of HUD's obligation to make annual contributions available, unless there

are any obligations or covenants of Landlord to HUD that are then in default.

ARTICLE 27

RIGHT OF FIRST REFUSAL

27.01 Right of First Refusal. In the event Landlord intends to sell or otherwise dispose of the Premises during the Term or any Extension thereof, Tenant shall have the preemptive right during such Term or any Extension to purchase the Premises or any portion of the Premises on the same terms and conditions as those of any bona fide offer received by and acceptable to Landlord, subject to the approval HUD. Before making any sale or any agreement to sell, Landlord shall notify Tenant in writing of the terms and conditions of such offer. Tenant, within thirty (30) days after receipt of such notice, may exercise this preemptive right by written notice to Landlord. Failure of Tenant to exercise this preemptive right on one or more occasions shall not affect Tenant's right to exercise it on any subsequent occasion.

ARTICLE 28

ADDITIONAL PROVISIONS

28.01 Non-Discrimination. Pursuant to Chapter 11-A of the Code of Miami-Dade County, Tenant, its successors and assigns in connection with this Lease, County Property or facilities shall provide equal opportunity without regard to race, religion, color, ancestry, age, sex, pregnancy, national origin, sexual orientation, familial status, disability, or marital status. Tenant agrees to comply with Chapter 11A and any other applicable federal, state or local nondiscrimination laws involving the use of the Premises, and the future operation of the parking lot thereon, and maintenance of any structure(s) and/or improvements that are constructed on or about the Premises.

28.02 Notice of Serious Bodily Injury. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises. The parties hereby agree that the definition of "serious bodily injury" shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Lease, Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's General Services Administration, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury.

28.03 Security. Tenant is solely responsible for securing and maintaining the appropriate security in and around the Premises, which security shall be provided in its sole and absolute discretion but shall not be responsible for the security of any other portion of the County Property.

28.04 ADA Compliance. Tenant warrants that the Premises after construction of the Improvements thereon, shall be in compliance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA"). Tenant further warrants that the Premises and any improvements thereto and access thereto, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida Statutes. Tenant covenants and agrees that the Premises and any improvements thereto and access

thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at Tenant's cost and expense.

28.05 Net Lease. This Lease shall be considered a "net lease," whereby Tenant is responsible for all expenses related to the use of the Premises, including, but not limited to, all utilities and waste removal, property insurance, Real Estate Taxes, if any, and maintenance of the Premises and all improvements thereon, if any, as they relate solely to the Premises and to no other portion of the County Property.

28.06 Real Estate Brokerage. Each party represents and warrants to the other that neither has dealt with any broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and each party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this Lease

28.07 Relationship of Parties; No Third Party Beneficiary. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal/agent relationship exist between them. Nothing contained in the ACC between HUD and Landlord, or in any agreement or contract between the parties hereto, nor any act of HUD, Landlord or Tenant will be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, except between HUD and Landlord as provided under the terms of the ACC.

28.08 The parties acknowledge that performance of this Lease by the parties, and the transactions contemplated herein, is contingent upon the review and approval by HUD. The Landlord and Tenant agree to reasonably cooperate in order to obtain HUD's written approval of this Lease.

28.09 Notice of Lease. Tenant shall record in the public records a copy of this Lease or a memorandum thereof summarizing its terms within ten (10) days of final execution and delivery of this Lease by all required parties.

ARTICLE 29

GOVERNING LAW

29.01 Governing Law. This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 30

WRITTEN AGREEMENT

30.01 Entire Agreement. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

30.02 Authority to Sign. Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the party hereto for which such signatory is acting.

ARTICLE 31

RADON GAS

31.01 Radon Gas Disclosure. Pursuant to Florida Statutes Section 404.056(5), Landlord makes, and Tenant hereby acknowledges, the following notification: "Radon is

a naturally occurring radioactive gas that, when it has accumulated in buildings in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit." Landlord has not tested for radon gas at the Premises and therefore, makes no representation regarding the presence or absence of such gas.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

_____
Witness/Attest:

_____
Witness/Attest:

Landlord:

MIAMI-DADE COUNTY
a political subdivision of the State of Florida
By:_____

Name:_____
Title:_____

Approved for form and legal sufficiency:

_____
Terrence A. Smith, Assistant County Attorney

_____
Witness/Attest:

_____
Witness/Attest:

Tenant:

University Plaza Properties, Inc.

a Florida not-for-profit corporation

By: _____

Name:_____

Title:_____

EXHIBIT "A"

Legal Description of County Property

LOT 1 THRU 11 & AND LOT 13 THRU 22 INCLUSIVE BLOCK 3 : PLAT OF NORTH HIGHLAND ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

Legal Description of Premises

BEGIN AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88'56'20" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF NW 18th STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET; THENCE NORTH 01'03'40" WEST FOR 53.36 FEET; THENCE NORTH 89'04'31" EAST FOR 4.96 FEET; THENCE NORTH 00'55'29" WEST FOR 18 FEET; THENCE NORTH 89'04'31" EAST FOR 96.18 FEET; THENCE NORTH 00' 55'29" WEST THENCE NORTH 89'04'31" EAST FOR 65.36 FEET ; THENCE SOUTH 0'01' 06" EAST ALONG THE WESTERLY LINE OF LOT 23 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 78.22 FEET TO A POINT OF BEGINNING.

EXHIBIT "C"

Easement Agreement

Prepared by and return to:

Florentino L. Gonzalez, Esq.
Shutts & Bowen LLP
201 South Biscayne Blvd.
Suite 1500
Miami, Florida 33131

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), is made and entered into this day of , 201__, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "the County") and UNIVERSITY PLAZA PROPERTIES, INC., a not-for-profit Florida corporation (hereinafter referred to as "University Plaza").

W I T N E S S E T H:

WHEREAS, the County is the owner of that certain property located in Miami Dade County, Florida more particularly described in the attached Exhibit "A" (the "County Parcel"); and

WHEREAS, pursuant to a ground lease of approximately even date herewith (the "Ground Lease"), a portion of the County Parcel has been leased to University Plaza, which portion of the County Parcel is more particularly described in the attached Exhibit "B" (the "University Plaza Parcel"); and

WHEREAS, University Plaza desires to obtain an ingress/egress easement over and across that portion of the County Parcel described in the attached Exhibit "C" (the "Access Easement Parcel"); and

WHEREAS, the County desires to grant University Plaza an easement over and across the Access Easement Parcel for the purpose set forth in this Agreement; and

WHEREAS, University Plaza also desires to obtain an ingress/egress easement over and across that portion of the County Parcel described in the attached Exhibit "D" (the "Parking/Entrance Way Easement Parcel"); and

WHEREAS, the County desires to grant University Plaza an easement over and across the Parking/Entrance Way Easement Parcel for the purpose set forth in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual advantages and benefits accruing to one another and other good and valuable considerations paid by University

Plaza to the County, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

1.1 Incorporation. The aforementioned recitals are made a part hereof and are incorporated herein by this reference.

1.2 Grant of Access Easement. The County hereby grants to University Plaza a non-exclusive easement for ingress and egress over and across the Access Easement Parcel, legally described in Exhibit "C" attached hereto, ("Easement A").

1.3 Scope of Easement A. University Plaza shall have the right of ingress and egress over, upon and across the Access Easement Parcel from the University Plaza Parcel to 724 NW 19th Street, Miami, Florida.

1.4 Grant of Parking/Entrance Way Easement. The County also hereby grants to University Plaza a non-exclusive easement for ingress and egress over and across the Parking/Entrance Way Easement Parcel, legally described in Exhibit "D" attached hereto, and the right to construct the Improvements (defined below) thereon ("Easement B").

1.5 Scope of Easement B. University Plaza shall have the right of ingress and egress over, upon and across the Parking/Entrance Way Easement Parcel and shall have the right to construct a parking lot containing five (5) spaces and an entrance way unto NW 18th Street, including any related improvements (collectively, the "Improvements") within the Parking/Entrance Way Easement Parcel, in substantially the form set forth in the Class II Plans, attached hereto as Exhibit E. During the construction period, the free flow of vehicular and pedestrian traffic may not be unreasonably impeded (it being understood that there will be some period of time during the construction period when the road, or portions thereof, will not be available for use provided, however, that reasonable access be maintained all times,) and University Plaza shall repair and restore any areas disturbed or damaged by such construction at its sole costs.

1.6 Cost of Improvements. Should University Plaza elect to construct the Improvements within the Parking/Entrance Way Easement Parcel, the cost of any such Improvements and the maintenance thereof shall be borne solely by University Plaza.

1.7 Term of Easement. The easements set forth herein shall terminate upon the termination or expiration of the Ground Lease unless otherwise set forth herein. Any improvements constructed hereunder shall become the sole property of the County upon the termination or expiration of the Easement and the Ground Lease without compensation in any form to University Plaza, its successors or assigns.

ARTICLE II.
MATTERS

2.1 Recordation of Agreement. Upon execution by the County and University Plaza, this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida at

University Plaza's expense and shall constitute a covenant running with the lands described herein.

2.2 Remedies; Attorneys' Fees. The agreements, easements, covenants and conditions contained in this Agreement shall be enforceable by either the County or University Plaza, by any remedy provided by law or equity, including, but not limited to, actions for specific performance, mandatory injunctive relief or a suit for damages. In any litigation arising hereunder, each party shall be responsible for its own attorneys' fees and costs, excepting the provision set forth in section 2.11 herein. The provisions of this paragraph shall survive the termination or cancellation of this Easement.

2.3 Benefited Parties. The easements, covenants and conditions set forth herein are intended to be and shall be construed as covenants and servitudes running with the County Parcel and the University Plaza Parcel and shall be binding upon and inure to the benefit of each of said parcels described herein and the respective heirs, personal representatives, successors and assigns of the County and University Plaza as owners of their respective parcels. University Plaza acknowledges the County's continued right of use of the property by the County, and shall take no action which adversely affects the right and interests of the County with respect to its use of the property. The County, for itself, its successors and assigns, expressly reserves all rights and privileges, consistent herewith, as may be used and enjoyed on the property.

2.4 Waiver; Invalidity. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement.

2.5 Notice. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if delivered personally or if mailed, postage prepaid, by United States certified mail, return receipt requested, or if sent by a nationally recognized overnight courier service, e.g. Federal Express, etc. addressed as follows:

To University Plaza: University Plaza Properties, Inc.
c/o Palms Jackson, LC
4770 Biscayne Blvd., Suite 400
Miami, Florida 33137
Attn: Dr. William Zubkoff

With a copy to: Ethan B. Wasserman, Esquire
Shutts & Bowen LLP
201 South Biscayne Blvd.
Suite 1500
Miami, Florida 33131

To the County: Real Estate Development
General Services Administration
111 NW 1st Street
Suite 2460

Miami, FL 33128
Attn: Robert Warren

With a copy to: Terrence A. Smith, Esq.
Assistant County Attorney
County Attorney's Office
111 NW 1st Street
Suite 2810
Miami, Florida 33128

or to such other address or addresses as the party to be given notice may have furnished in writing to the parties seeking or desiring to give notice, as a place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other party in the manner provided for above. Any notice given in accordance with the foregoing, shall be deemed given when delivered personally or if mailed, three (3) days after it shall have been deposited in the United States mail or two (2) after it has been deposited with a recognized overnight courier service.

2.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be modified or amended in any manner other than by a written amendment executed by the parties and recorded in the Miami-Dade County Public Records.

2.7 Severability. The parties intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or a portion of any provision in this Agreement is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law or administrative or judicial decision, or public policy, and if such court would declare such provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties that such portion, provision or provisions hereof shall be given force and effect to the fullest extent possible and that the remainder of this Agreement shall be construed as if such illegal, invalid, void or unenforceable provision were severable and not contained therein and the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

2.8 Governing Law. This Agreement has been negotiated, executed and delivered in the State of Florida and the parties agree that the rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

2.9 Authority. By their execution hereof each person executing this Agreement hereby warrants that they have full power and authority to bind any corporation, partnership, trust or other entity for which he or she purports to act hereunder.

2.10 Successors and Assigns. This Agreement and the rights, privileges and obligations created hereunder shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.11 Indemnification. University Plaza, and its heirs, successors and assigns hereunder, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the rights granted by the County under Easement B and for the negligence or willful misconduct of University Plaza, its agents, successors or assigns relating to, or resulting from the rights granted under Easement A. Further, University Plaza shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions, of any kind or nature, in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. University Plaza understands and agrees that any insurance protection shall be the full responsibility of University Plaza, and not the County, and that the existence of same shall in no way limit the responsibility of University Plaza, its heirs, successors, and assigns, to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

_____

_____

MIAMI-DADE COUNTY

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of Miami-Dade County, on behalf of the county. He/she is personally known to me or produced _____ as identification.

_____
Notary Public
My commission expires:

_____

UNIVERSITY PLAZA PROPERTIES, INC.

_____

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of University Plaza Properties, Inc., a not-for-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

_____
Notary Public
My commission expires:

Exhibit "A"

County Parcel

LOT 1 THRU 11 & AND LOT 13 THRU 22 INCLUSIVE BLOCK 3 : PLAT OF NORTH HIGHLAND ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"

University Plaza Parcel

BEGIN AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88'56'20" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF NW 18th STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET; THENCE NORTH 01'03'40" WEST FOR 53.36 FEET; THENCE NORTH 89'04'31" EAST FOR 4.96 FEET; THENCE NORTH 00'55'29" WEST FOR 18 FEET; THENCE NORTH 89'04'31" EAST FOR 96.18 FEET; THENCE NORTH 00' 55'29" WEST THENCE NORTH 89'04'31" EAST FOT 65.36 FEET ; THENCE SOUTH 0'01' 06" EAST ALONG THE WESTERLY LINE OF LOT 23 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 78.22 FEET TO A POINT OF BEGINNING.

Exhibit "C"

Access Easement Parcel

LOT 1 THRU 11 & AND LOT 13 THRU 22 INCLUSIVE BLOCK 3 : PLAT OF NORTH HIGHLAND ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Less and except:

BEGIN AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88'56'20" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF NW 18th STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET; THENCE NORTH 01'03'40" WEST FOR 53.36 FEET; THENCE NORTH 89'04'31" EAST FOR 4.96 FEET; THENCE NORTH 00'55'29" WEST FOR 18 FEET; THENCE NORTH 89'04'31" EAST FOR 96.18 FEET; THENCE NORTH 00' 55'29" WEST THENCE NORTH 89'04'31" EAST FOT 65.36 FEET ; THENCE SOUTH 0'01' 06" EAST ALONG THE WESTERLY LINE OF LOT 23 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 78.22 FEET TO A POINT OF BEGINNING.
CONTAINING 12,180.302 SQUARE FEET MORE OR LESS.

Exhibit "D"

Parking/Entrance Way Easement Parcel

COMMENCE AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88° 56' 20" WEST, ALONG THE NORTHERLY LINE RIGHT-OF-WAY OF NW 18th STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01° 03' 40" WEST FOR 53.36 FEET; THENCE NORTH 89° 04' 31" EAST FOR 4.96 FEET; THENCE NORTH 00° 55' 29" WEST FOR 18 FEET; THENCE NORTH 89° 04' 31" WEST FOR 88.62 FEET; THENCE SOUTH 00° 00' 00" EAST ALONG THE WESTERLY LINE OF LOT 18 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 17.90 FEET; THENCE SOUTH 0° 00' 00" WEST FOR 50.0 FEET; THENCE SOUTH 0° 00' 00" EAST ALONG THE WESTERLY LINE OF LOT 17 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 54.50 FEET; THENCE SOUTH 88° 53' 20" EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF N.W. 18th STREET CITY OF MIAMI, FLORIDA FOR 134.94 FEET TO THE POINT OF BEGINNING.

Exhibit "E"

Class II Plans

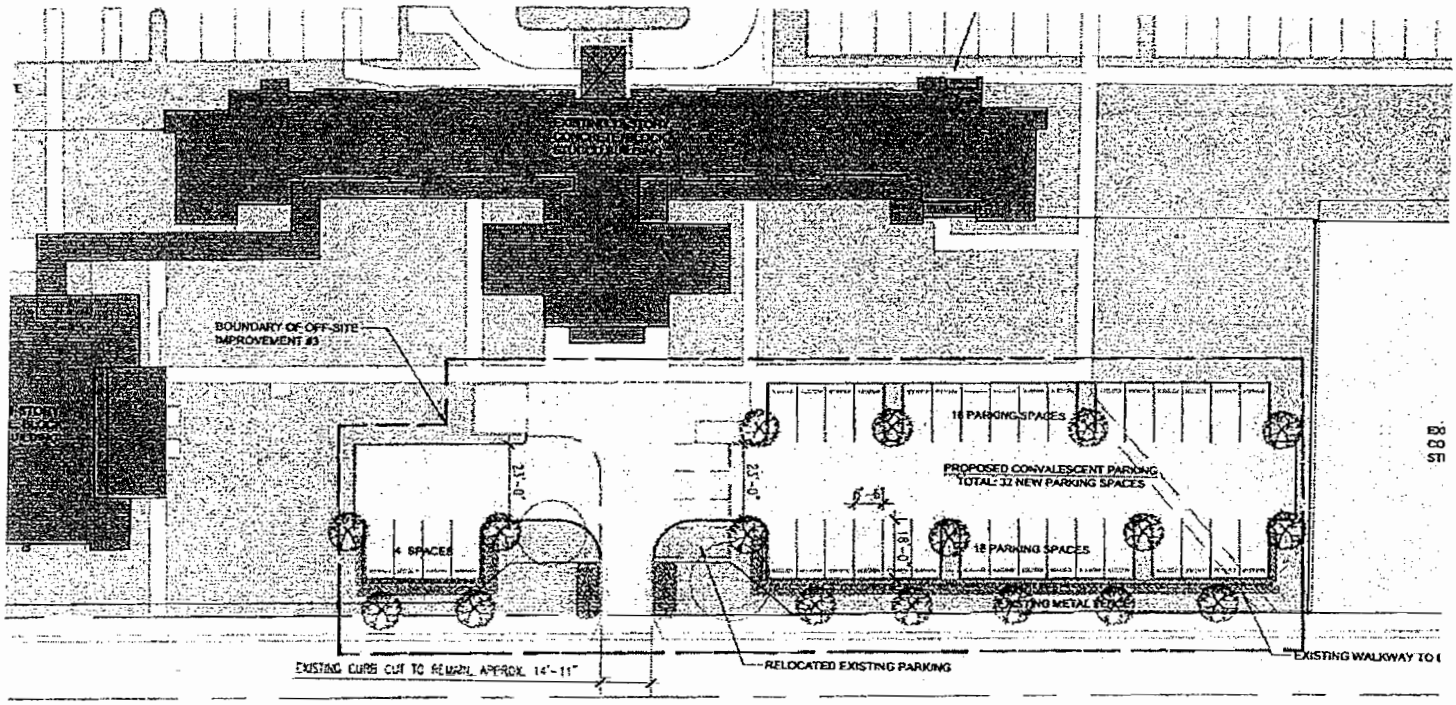


EXHIBIT "D"

Description of University Plaza Property

LOT 4 THROUGH 6 AND LOT 19 THROUGH 21 INCLUSIVE BLOCK 2 : PLAT OF NORTH HIGHLAND ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "E"

LICENSE AGREEMENT

This License Agreement ("Agreement") is made this __ day of _____ 20__, by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida ("Licensor") and **UNIVERSITY PLAZA PROPERTIES, INC.,** a Florida not-for-profit corporation ("Licensee").

Licensor and Licensee agree as follows:

1. **Purpose.** The Licensor authorizes the Licensee to occupy and use the area graphically depicted on Exhibit "A" hereto (the "Licensed Area") for the purpose of (i) constructing and/or renovating, as applicable, approximately thirty-five (35) parking spaces, and (ii) repairing and/or replacing four (4) existing security cameras with cameras of comparable quality (collectively, the "Licensed Use"), under the conditions hereinafter set forth, together with the right to use, for pedestrian and vehicular access, egress and ingress to the Licensed Area, over such portions of the Licensor's property, as may reasonably be necessary for the Licensed Use. The work required in connection with the Licensed Use is called the "Work". The Licensee's non-exclusive use of the Licensed Area is strictly limited to the Licensed Use.

2. **Occupancy And Use Period.** This Agreement shall commence as of the Commencement Date of the Ground Lease (the "Lease") to which this Agreement is attached (the "Effective Date") and shall continue until the first to occur of the following: (a) cancellation or termination by the express written agreement of the parties hereto; or (b) issuance of a certificate of completion for the Work, or (c) termination or expiration of the Lease (whatever shall first occur being the "Expiration Date").

3. **Interest Conferred By This Agreement.** Licensee agrees that this Agreement has been issued by the Licensor to authorize Licensee to occupy and use the Licensed Area solely for the limited purpose of the Licensed Use and for no other purpose. The parties hereby agree that the provisions of this Agreement do not constitute a lease and the rights of Licensee hereunder are not those of a tenant but is a mere personal privilege to do certain acts of a temporary character and to otherwise use the Licensed Area subject to the terms of this Agreement. No leasehold interest in the Licensed Area is conferred upon Licensee under the provisions hereof and Licensee does not and shall not claim at any time any leasehold estate or ownership interest in the Licensed Area by virtue of this Agreement or its use of the Licensed Area hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Licensed Area by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions or alterations to the Licensed Area which may be authorized by the Licensor.

4. **Condition Of The Property.** Licensee accepts the Licensed Area "as is", in its present condition and state of repair and without any representation by or on behalf of

Licensor, and agrees that Licensor shall, under no circumstances, be liable for any latent, patent or other defects in the Licensed Area.

5. **Compliance with all Applicable Regulations.** The Work shall be done in accordance with ordinances and regulations of all governmental agencies having jurisdiction over the property (the "Governmental Regulations") and it shall be Licensee's sole responsibility to obtain all permits and approvals that may be required, provided Licensor shall cooperate fully with Licensee to obtain any authorizations or permits required to perform the Work.

6. **Violations, Liens And Security Interests.** Licensee, at its expense and with due diligence and dispatch, shall secure the cancellation or discharge of or bond off same in the manner permitted by law, all notices of violations to the extent arising directly from Licensee's performance of the Work which shall be issued by any public authority having or asserting jurisdiction. Licensee shall promptly pay its contractors and materialsmen for all work and labor done at Licensee's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, Licensee shall bond against or discharge the same within thirty (30) calendar days of Licensee's receipt of notice of the filing of said encumbrance. In the event Licensee fails to remove or bond against said lien by paying the full amount claimed, Licensee shall pay the Licensor upon demand any amount paid out by Licensor, including Licensor's costs, expenses and reasonable attorneys' fees. Licensee further agrees to hold Licensor harmless from, and to indemnify the Licensor against, any and all claims, demands and expenses, including reasonable attorney's fees, by reason of any claims of any contractor, subcontractor, materialman, laborer or any other third person with whom Licensee has contracted or otherwise is found liable for, in respect to the Licensed Area. Nothing contained in this Agreement shall be deemed, construed or interpreted to imply any consent or agreement on the part of Licensor to subject the Licensor's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, materialsman or supplier thereof against any part of the Licensed Area or any of the improvements thereon and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver of lien and that the subcontractor, materialman and supplier agree to be bound by such provision.

7. **Licensor Access To Licensed Area.** Licensor and its authorized representative(s) shall have at all times access to and use of the Licensed Area when it is not being used for the Licensed Use. The Licensor shall have access to and entry into the Licensed Area at any time to (a) inspect the Licensed Area, (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, and (c) to assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations.

8. **Indemnification And Hold Harmless.** The Licensee shall indemnify and hold harmless the Licensor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Licensor or

its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Licensee or its employees, agents, servants, partners principals or subcontractors. The Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Licensor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, provided, however, nothing herein contained shall obligate or hold the Licensee responsible for any claims or actions stemming from the Licensor's and/or its officers', employees' or agents' sole misconduct or sole negligence. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Licensor or its officers, employees, agents and instrumentalities as herein provided.

9. **Licensor's Sovereignty.** It is expressly understood that, subject to the other provisions of this Agreement:

(a) The Licensor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Licensed Area or the operation thereof, or be liable for the same; and

(b) The Licensor shall not by virtue of this Agreement be obligated to grant the Licensee any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Licensed Area.

10. **No Liability for Exercise of Police Power.** Subject to any contrary provision in this Agreement, or any Licensor covenant or obligation that may be contained in this Agreement, Licensor shall have no obligation, including but not limited to the following:

(a) To apply for or assist the Licensee in applying for any county, city or third party permit or needed approval; or

(b) To contest, defend against, or assist the Licensee in contesting or defending against any challenge of any nature;

and, except as otherwise set forth in this Agreement, this Agreement shall not bind the County Board, the Planning and Zoning Department, DERM or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Licensor or any other applicable governmental agencies in the exercise of its police power; and,

except as otherwise set forth in this Agreement, the Licensor shall be released and held harmless, by the Licensee from and against any liability, responsibility, claims, consequential or other damages, or losses to the Licensee or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Licensor to exercise its quasi-judicial or police powers. Without limiting any other provision of this Agreement, the Licensor shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Licensor's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Licensed Area shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Licensee as authorized by this Agreement. Moreover, in no event shall a failure of the Licensor to adopt any of the Licensee's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Agreement.

11. Insurance. Licensee, at its sole cost, shall obtain and maintain in full force and effect at all times throughout the period of this Agreement, the following insurance coverage:

A. Commercial General liability insurance on a Comprehensive General liability coverage form, or its equivalent, including Licensed Area, operations and contractual coverage's against all claims, demands or actions for bodily injury, personal injury, death or property damage occurring in or about the Licensed Area with such limits as may be reasonably requested by the Licensor from time to time but not less than $1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The Licensor shall be named as Additional Insured on the policy or policies of insurance.

B. The policy or policies of insurance required shall be so written that the policy or policies may not be canceled or materially changed without thirty (30) days advance written notice to the Licensor.

C. A current Evidence and Policy of Insurance evidencing the aforesaid required insurance coverage shall be supplied to the at the commencement of this Agreement and a new Evidence and Policy shall be supplied at least twenty (20) days prior to the expiration of each such policy. Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with qualifications as to management and financial strength reasonably satisfactory to Licensor. In the event Licensee shall fail to procure and place such insurance, the Licensor may, but shall not be obligated to, procure and place same, in which event the amount of the premium paid shall be paid by Licensee to the Licensor as an additional fee upon demand and shall in each instance be collectible on the first day of the month or any

subsequent month following the date of payment by the Licensor. Licensee's failure to procure insurance shall in no way release Licensee from its obligations and responsibilities as provided herein.

12. Termination By Licensor For Cause. If Licensee in any material manner violates this Agreement, then, and in such event, after thirty (30) days written notice given to Licensee by the Licensor within which to cease such violation or correct such deficiencies, and upon failure of Licensee to do so after such written notice within said thirty (30) day period, unless more than thirty (30) days are required to cure such violation, this Agreement shall be automatically canceled without the need for further action by the Licensor.

11. Notices. All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to Licensor and Licensee at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

12. Surrender Of Licensed Area. In either event of cancellation pursuant to "Termination For Cause", or upon the Expiration Date of the Agreement pursuant to Section 2 hereof, Licensee shall peacefully surrender the Licensed Area to Licensor.

13. Severability. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful under the laws of the State of Florida or the Licensor, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the Licensor, and in such event, the remaining terms and conditions of this Agreement shall remain unmodified and in full force and effect.

14. No Assignment Or Transfer. Licensee cannot assign or transfer its privilege of occupancy and use granted unto it by this Agreement without the prior written consent of the Licensor.

15. Waiver Of Jury Trial. The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the Licensor and Licensee entering into the subject transaction.

16. Waiver. No failure on the part of the Licensor to enforce or insist upon performance of any of the terms of this Agreement, nor any waiver of any right hereunder

by the Licensor, unless in writing, shall be construed as a waiver of any other term or as a waiver of any future right to enforce or insist upon the performance of the same term.

17. Court Costs And Attorney(s)' Fees. In the event it becomes necessary for Licensor to institute legal proceedings to enforce the provisions of this Agreement, Licensee shall pay Licensor's court costs and attorneys' fees through all trial and appellate levels.

18. Compliance With All Laws Applicable. Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, ordinances and regulations is a condition of this Agreement, and Licensee shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

19. Entire Agreement. This instrument and its attachments constitute the sole and only agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

LICENSOR:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By:_____
Name: _____
Title: _____

LICENSEE:

UNIVERSITY PLAZA PROPERTIES, INC., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

SKETCH OF LICENSED AREA

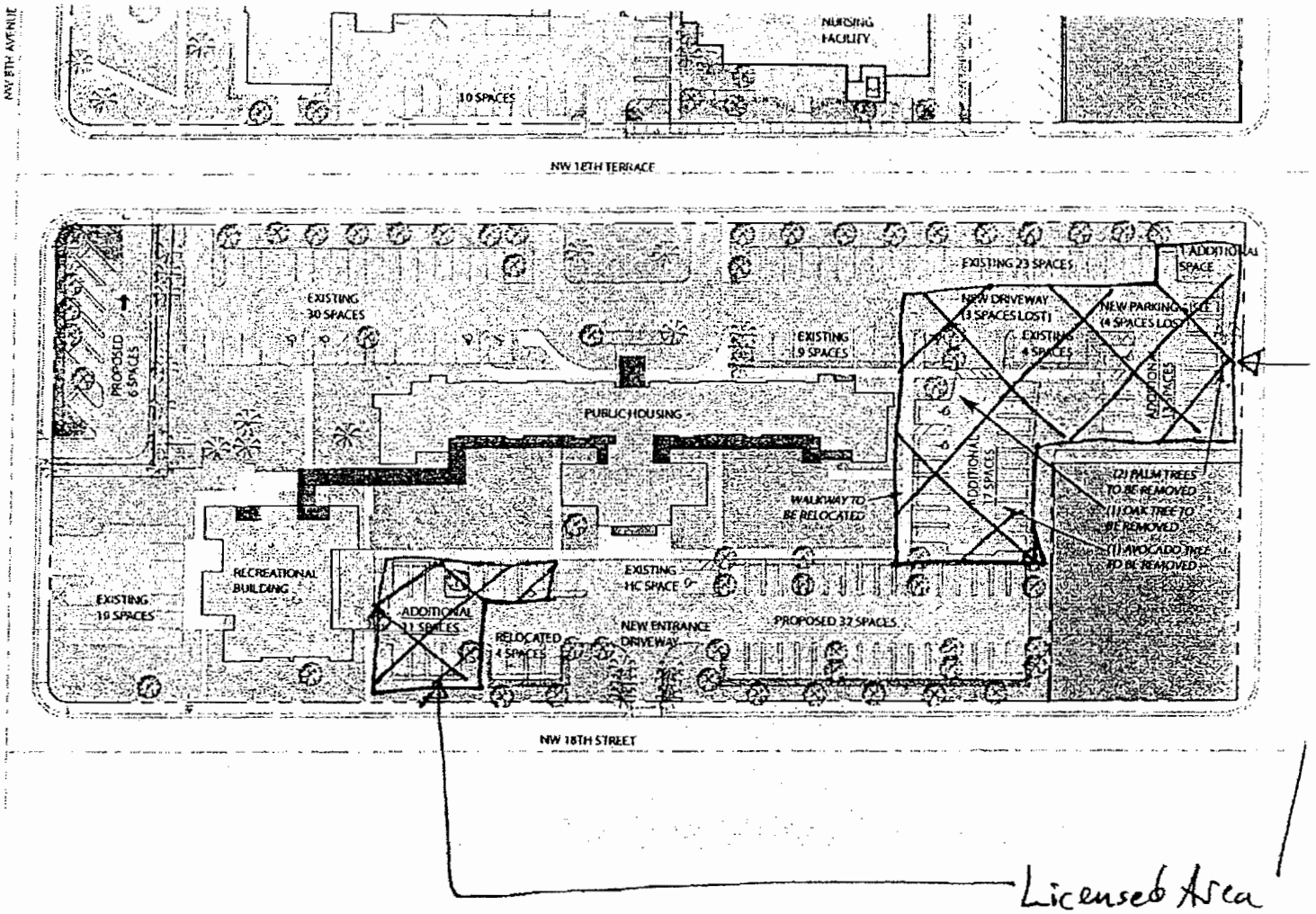


Exhibit "F"

Site Plan for University Plaza

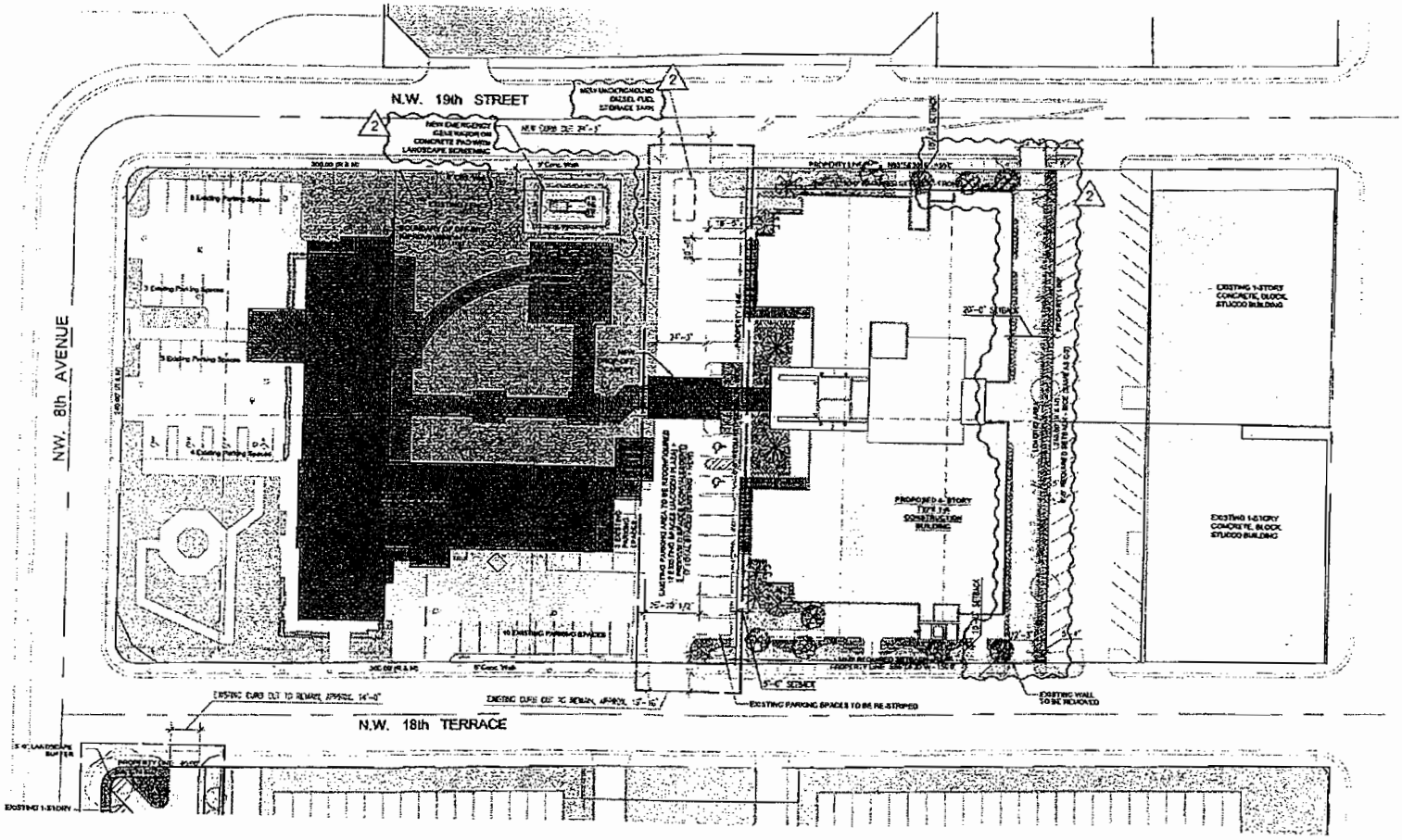
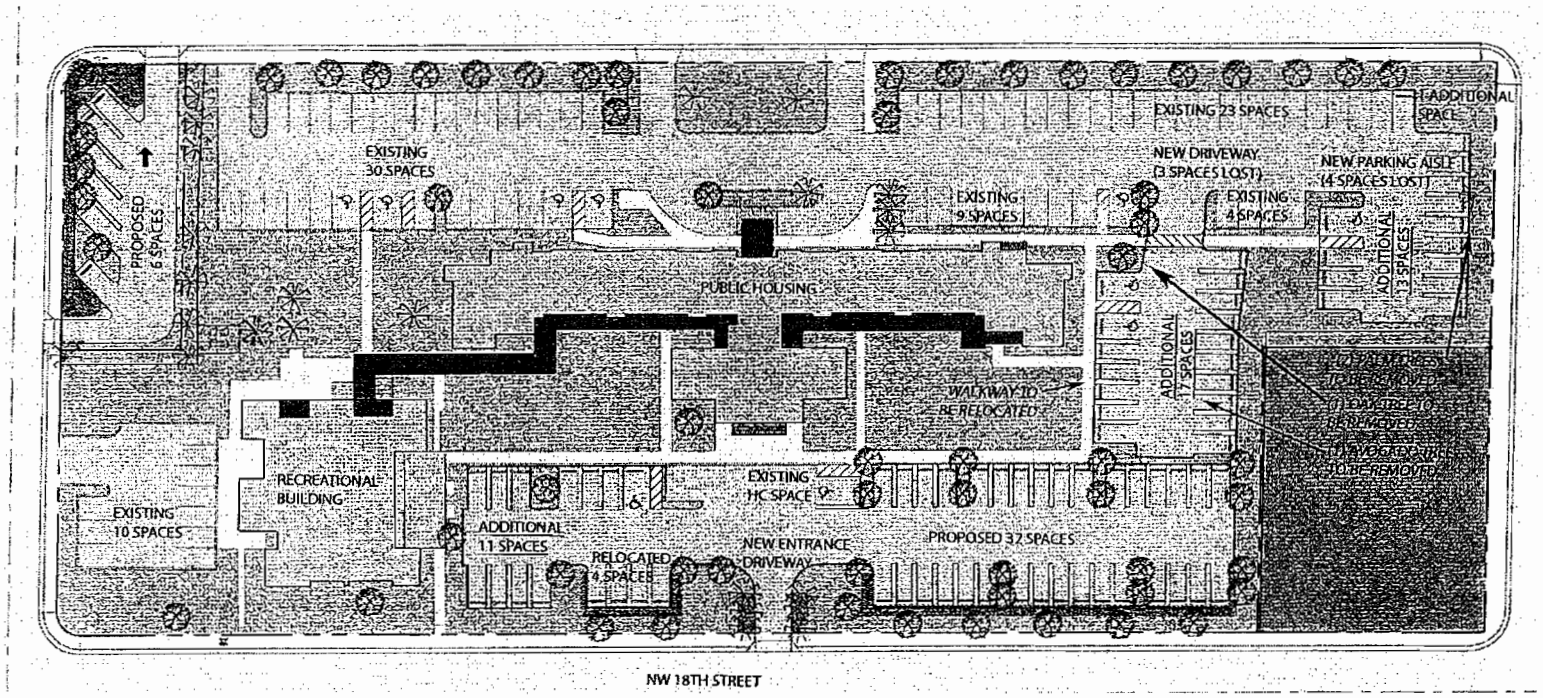


EXHIBIT "G"

Description of Fencing and Landscaping on Parking Lot